

DEED OF APPOINTMENT & REMOVAL OF TRUSTEE UMBRELLA SUPER FUND

29/6/2020 BRANDON L49M Pharmist PHA 0000 973879

2017

1. PARTIES

- 1.1 ENRICO PALOMBO and MARIA DI TROIA both of 48 Bakewell Road, Evandale SA 5069 (Members and Outgoing Trustees)
- 1.2 UMBRELLA SUPERANNUATION PTY LTD ACN 084 331 322 of c/- Piteo Accounting & Advisory, 60 Wellington Square, North Adelaide SA 5006 (New Trustee)

2. BACKGROUND INFORMATION

- 2.1 Pursuant to a certain deed made the 27th day of June 2002 as amended from time to time (**Deed**), the Umbrella Super Fund was established (**Fund**).
- 2.2 The Members are the current members of the Fund.
- 2.3 Clause 3.2(a) of the Deed provides as follows:

The Members shall have the right from time to time to appoint and remove the Trustee, subject at all times to this Deed and the Relevant Law. A person shall only be eligible for appointment as a Trustee or as a director of a Trustee if the person has consented in writing to the appointment.

- 2.4 The Members wish to:
 - (a) remove the Outgoing Trustee as trustee of the Fund; and
 - (b) appoint the New Trustee as trustee of the Fund in place of the Outgoing Trustee.
- 2.5 The New Trustee has agreed to be appointed as trustee of the Fund on the terms and conditions contained herein.

3. REMOVAL OF OUTGOING TRUSTEE

The Members in exercise of their powers contained in clause 3.2(a) of the Deed and in the exercise of every other power enabling the Members in that behalf **HEREBY REMOVE** the Outgoing Trustee from the office of trustee of the Fund and the Outgoing Trustee **HEREBY ACKNOWLEDGES** its removal from the office of trustee of the Fund as and from the date of this deed.

4. APPOINTMENT OF NEW TRUSTEE

The Members in exercise of their powers contained in clause 3.2(a) of the Deed and in the exercise of every other power enabling the Members in that behalf **HEREBY APPOINT** the New Trustee to the office of trustee of the Fund and the New Trustee **HEREBY CONSENTS** to act as trustee of the Fund and undertakes to be bound by the terms of the Deed as and from the date of this deed.

5. TRANSFER OF FUND

The Outgoing Trustee and New Trustee mutually covenant and agree to do forthwith all such acts, matters and things and to sign, execute and deliver all such documents as may be necessary or desirable to vest the legal estate of the assets of the Fund in the New Trustee solely and exclusively.

6. PERFORMANCE OF FUND OBLIGATIONS

The New Trustee hereby undertakes to perform and observe all the obligations of the Outgoing Trustee incurred by the Outgoing Trustee in the proper administration of the Fund and, to the extent of the assets of the Fund, indemnify and keep indemnified the Outgoing Trustee from and against all proper liabilities whether present or contingent in respect of such liabilities.

7. INDEMNITY

Nothing expressed or implied in this deed shall prejudice the right of the Outgoing Trustee to indemnity from the assets of the Fund for costs and expenses incurred by the Outgoing Trustee in the proper administration of the Fund on or before the execution of this deed.

8. GENERAL

8.1 Costs

The New Trustee in its capacity as trustee of the Fund shall be responsible for the costs of and incidental to the preparation, execution and stamping of this deed (if required).

8.2 Governing Law

This document shall be governed by the laws of South Australia.

EXECUTED as a deed

Signed, sealed and delivered by ENRICO PALOMBO in the presence of:

Mylin	
Signature of witness	

Signature of ENRICO PALOMBO

MARCO VITED Full name of witness (print)

Signed, sealed and delivered by MARIA DI TROIA in the presence of:

Signature of witness

Signature of MARIA DI TROIA

MARCO 01750

Full name of witness (print)

Executed by UMBRELLA SUPERANNUATION PTY LTD ACN 084 331 322 in accordance with section 127 of the Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

ENRICO PALOMBO

Full name (print)

Full name (print)

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